



PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Agenda

5:30 PM, Tuesday, September 20, 2016
Room 200, Municipal Council Chambers
351 West Center

Decorum

The Council requests that citizens help maintain the decorum of the meeting by turning off electronic devices, being respectful to the Council and others, and refraining from applauding during the proceedings of the meeting.

Opening Ceremony

Roll Call

Invocation and Pledge

Approval of Minutes

- September 6, 2016 Council Meeting Minutes

Presentations, Proclamations and Awards

1. A presentation on the Employee of the Month, Kelly Kloser, Library
2. Introduction of Kelsey Kerr, Policy Analyst, in the Council Office.
3. A presentation of congratulations to Janene Weiss on the Certified Municipal Clerk program completion

Public Comment

Fifteen minutes have been set aside for any person to express ideas, concerns, comments, or issues that are not on the agenda:

Please state your name and city of residence into the microphone.

Please limit your comments to two minutes.

State Law prohibits the Council from acting on items that do not appear on the agenda.

Mayor's Items and Reports

4. A resolution approving an Interlocal Agreement with several Utah County public entities

authorizing Provo City to enter into a Major Crimes Task Force. (16-106)

If you have a comment regarding items on the agenda, please email or write to Council Members. Their contact information is listed on the Provo website at:

<http://provo.org/government/city-council/meet-the-council>

Adjournment

Materials and Agenda: <http://publicdocuments.provo.org/sirepub/meet.aspx>

Council Blog: <http://provocitycouncil.blogspot.com/>

The next scheduled Regular Council Meeting will be held on 10/04/2016 at 5:30 PM in the Council Chambers, 351 West Center Street, Provo, unless otherwise noticed. The Work Session meeting start times is to be determined and will be noticed at least 24 hours prior to the meeting time, but typically begins between 1:00 and 4:00pm.

Notice of Compliance with the Americans with Disabilities Act (ADA)

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aides and services) during this meeting are invited to notify the Provo Council Office at 351 W. Center, Provo, Utah 84601, phone: (801) 852-6120 or email ljorgensen@provo.utah.gov at least three working days prior to the meeting. The meeting room in Provo City Center is fully accessible via the south parking garage access to the elevator. The Council Meeting is also broadcast live Provo Channel 17 at <https://www.youtube.com/user/ProvoChannel17>. For access to past Work and Council Meetings, go to playlists on <https://www.youtube.com/user/ProvoChannel17>.

Notice of Compliance with Public Noticing Regulations

This meeting was noticed in compliance with Utah Code 52-4-202 and Provo City Code 14.02.010. Agendas and minutes are accessible through the Provo City website at council.provo.gov. Council Meeting agendas are available through the Utah Public Meeting Notice website at pmn.utah.gov. Email subscriptions to the Utah Public Meeting Notice are available through their website.

Notice of Telephonic Communications

One or more Council members may participate by telephone or Internet communication in this meeting. Telephone or Internet communications will be amplified as needed so all Council members and others attending the meeting will be able to hear the person(s) participating electronically as well as those participating in person. The meeting will be conducted using the same procedures applicable to regular Municipal Council meetings.

Network for public access is "Provo Guest", password "provoguest".



PROVO MUNICIPAL COUNCIL

Redevelopment Agency of Provo

Regular Meeting Minutes

5:40 PM, Tuesday, September 06, 2016
Room 200, Municipal Council Chambers
351 West Center

Opening Ceremony

Roll Call

THE FOLLOWING MEMBERS OF THE COUNCIL AND ADMINISTRATION WERE PRESENT:

Council Member Kim Santiago
Council Member David Sewell
Council Member David Harding
Council Member George Stewart
CAO Wayne Parker
Council Executive Director Clifford Strachan

Council Member Vernon K. Van Buren
Council Member Gary Winterton
Council Member David Knecht
Mayor John R. Curtis
Council Attorney Brian Jones

Conducting: Council Chair Kim Santiago

Invocation and Pledge

Prayer: Tim Torkildson

Pledge: Keith Barrowman, Lakeview Boy Scout Troop 493

Approval of Minutes – August 16, 2016

Chair Santiago read in the following amendment to the public comment concerning tax increment financing for Duncan Aviation during the August 16, 2016 meeting:

“Chair Stewart invited public comment. Frank Stubbs, Provo, stated he was in favor of Duncan Aviation and understood they would bring 700 jobs into Provo/Utah County. He said that Brigham Young University provided more than 3,000 jobs in the community and had more than 4,000 apartments. He asked the council to think through some of the actions they were taking. The council was giving Duncan Aviation tax break after tax break but BYU, who had been in the community for years and helped establish this city, would have an additional \$1 million per year burden placed on them.”

Motion: Council Member David Knecht moved to approve the August 16, 2016 minutes as amended. The motion was seconded by Council Member David Harding.

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht,

Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

Presentations, Proclamations and Awards

1. Annual Justice Court Report

The Honorable Judge Romney, Provo City Justice Court, presented. Judge Romney acknowledged ReAnnun Newton, Justice Court Administrator and said she was the best court administrator in the state with a wonderful staff that provided exceptional service to the citizens of Provo. A recent survey asked 156 court customers how they rated the service they received at the Justice Court. On a scale of one to four, with four being the most favorable, the overall average for the Provo City Justice Court was 3.67, which was outstanding. Especially considering that most citizens were not happy about going to court.

During Fiscal Year 2016, the justice courts in Utah handled 428,809 case filings, district courts handled 256,604 case filings, and juvenile courts had 30,641 case filings. That meant that nearly 60 percent of all cases filed in Utah were in justice courts. Justice courts also handle the majority of criminal cases with 68,612 case filings while district courts handled 40,082 criminal cases. Of the 11,519 case filings in the Provo City Justice Court, 2,041 were criminal cases, 1,379 were small claims, and 8,099 were traffic or parking cases.

The Provo City Justice Court offered the following programs:

- Mental Health Court;
- Domestic Violence Calendar;
- Collaboration between BYU and UVU allowing law students to serve as interns to earn college credit;
- Mediation Services with college and law students serving as mediators;
- Collaboration with the BYU Law School allowing law students to assist in the trials of certain cases.

Judge Romney had served, or was currently serving, on the following boards and committees:

- Utah Justice Court Board – responsible for the management and resolution of issues involving all the Justice Courts statewide.
- Justice Court Education Committee – responsible for planning the 30 hours of continuing education required for judges each year.
- Chair of the Language Access Committee – responsible for court interpreters and language access across the state.
- Justice Court Trust and Confidence Committee – responsible for improving public awareness.
- Justice Court Representative on the Pre-trial Release Committee – organized to study and make recommendations for better pre-trial release procedures.

2. Introduction of the new Water Resource Director, Gary Calder

David Decker, Public Works Director, introduced Gary Calder the new Water Resources Division Director. Mr. Calder worked for Provo City for 12 years several years ago. He had been the Public Works Director and City Engineer for Mapleton City for the past eight years.

Public Comment

Don Jarvis, Chair of Provo City's Sustainability Committee, thanked the council for considering implementation of the Commercial Property Assessed Clean Energy (C-PACE) program. Nearly half the energy consumed and three-quarters of the electricity we generate in the United States was used to heat, cool, and light buildings. In the near future, most of the pollution would come from buildings. It made sense for developers to build energy efficient buildings. Mr. Jarvis said C-PACE provided 100% financing of project costs with long-term loans of up to 30 years. As of the third quarter of 2015, 480 C-PACE projects in 13 states had been funded for a total of \$176 million. C-PACE financing was now available in 32 states, including Utah. It required minimal city involvement and allowed the financing to be repaid as a property tax assessment. Not a single project had gone into foreclosure.

John Fenley, Provo resident and founder of Provo Makerspace, reported he represented Provo two weeks ago at the Nation of Makers conference at the White House in Washington D.C. More than 170 makerspace representatives attended. Andrew Coy, of the United States Office of Science and Technology Policy, seemed genuinely interested in Provo. Mr. Fenley said the maker movement created a space where people create amazing things. Many people did not understand the value that was provided and they have done it without city support. In a few years people would view a large and vibrant makerspace alongside libraries and well-maintained parks as a sign that the community was flourishing.

Chair Santiago closed public comment.

Mayor's Items and Reports

3. Resolution 2016-40 approving the Amended Interlocal Agreement between Provo City and Utah County regarding construction costs for the Westside Connector. (16-104)

David Graves, Division Director of Public Works – Engineering, presented. He noted that there had been some cost overruns on the Westside Connector project. They were aware of contingency funds available through Mountainland Association of Governments (MAG) for the project. The MAG Technical Advisory Committee and Planning Committee gave their approval to use some of the contingency funds for the overruns. The request for funding, which came through Utah County to MAG, was also approved by the Utah County Commission.

Motion: Council Member David Harding moved to approve **Resolution 2016-40** as written. The motion was seconded by Council Member Gary Winterton.

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

Council Items and Reports

4. Resolution 2016-41 approving the Commercial Property Assessed Clean Energy (C-PACE) Agreement with the Governor's Office of Energy Development. (16-092)

DRAFT – Awaiting Approval

David Sewell, Provo City Council Vice-Chair, presented. He said that clean air was important but it was difficult to find cost effective ways to make progress. This was a significant opportunity to provide financing to commercial development for clean air projects.

Mr. Jones noted an amendment to the resolution was approved during work session earlier that day. The original agreement listed what kinds of projects financing could be used for and included energy efficiency, renewable energy, and water conservation projects. The council removed the renewable energy portion from the agreement because the city was still working on resolving issues involving the use of solar energy; specifically the way the rates were designed. The renewable energy portion could be added back into the program in the future once those rates were fixed. The council also included allowing financing for electric vehicle charging infrastructure.

Mr. Sewell stated that C-PACE was a national program but implementation varied from state to state. In Utah, the program was administered through the Governor's Office of Energy Development. Their office was forming a partnership with Provo and would do a lot of the upfront vetting on proposed projects. The city would make the final decision on which projects to fund.

Mr. Knecht said there was some concern that if the city underwrote the bond we would be responsible if there was a failure.

In response to that concern, Mr. Sewell read from a section of the FAQ's which indicated the city would not be responsible for making the payments in the event of a default. However, there was the potential risk to the local entities image and public standing. On the other hand, issuing the bonds to finance energy efficient improvements would benefit the community by providing green energy and encouraging economic development.

Chair Santiago invited Ned Hill, a member of the Provo City Sustainability Committee, to comment. Mr. Hill understood that the city was not responsible for making loan payments to the bank in the event of a default. He stated the program began nationally in 2008 and there had not been any failures on the bonds.

Mr. Stewart said these were similar to industrial revenue bonds. The city was not obligated to pay them but, if there were defaults on the bonds, it would affect the city's image. In an economic downturn, commercial properties lose their value. We do not know what would happen to the bonds in an economic downturn since the previous bonds had been issued during an economic upturn. We were not obligated legally but we were morally obligated to pay them or it would affect our credit rating. Mr. Stewart expressed concern that the program was not as risk free as implied.

Mr. Winterton stated that the city would be first position on the loan. The funding was only for energy improvements and the building itself was in a secondary position. The city would be protected by the value of the building. This was a program that would help economic development because many companies were very concerned about environmental issues.

Mr. Stewart replied that the benefit of being first on the loan would depend on how much was on the mortgage. If a recession hit the building might be worth less than the mortgage owed and the city would have to take the building or foreclose on the building.

Mr. Knecht noted that if the city took the building and the improvements were only five percent of the value of the building, the city should end up with a bargain. He said if we were not in first place on the loan he would not consider this program.

In reference to the statement that there had not been any failures, Mr. Van Buren said the program had been in place a relatively short amount of time. There was not enough history to consider the impact it might have on a city in the event of defaults, especially when the city might be issuing 30 year bonds but the program had only been in place for five years. A lot of improvements seemed to be on buildings with less than a 30 year life.

Mr. Jones said one of the requirements was that the term on the bonds could not exceed the life of the improvements being made.

Chair Santiago asked if there was a \$200,000 limit on each bond and how many bonds the city could have at one time.

Mr. Jones did not know the answer to the financial implications. As a legal matter, the item before them was to enter into an agreement to use the tool. Even if the agreement was approved they were not obligated to ever use the tool. The council had complete control by creating an assessment area, and issuing the bonds, in order for the financing to be approved. It would be up to the council, on a case-by-case basis, whether to issue the bonds and the number to be issued.

Mr. Harding said the rationale behind not including renewable energy or energy generation projects was because the electrical rate structure was not in place. Since it appeared the Energy Department would quickly have a resolution on that issue he worried it would take too much time to approve another resolution allowing financing for renewable energy projects. He asked the council if they would consider passing the original resolution which included the renewable energy projects.

Mr. Winterton was concerned that the rates were still evolving. A base rate for residential applications would be considered first. It might take up to a year and one-half before commercial applications were considered and in place. At that time it would be appropriate to look at including renewable energy projects.

Chair Santiago invited Wayne Parker, CAO, to comment on the industrial bond issues. Mr. Parker agreed there was no legal obligation for the city to pay the bonds. There was a dedicated stream of revenue associated with the bonds and bond holders knew that and would purchase the bonds on that basis. They would do their own analysis before they purchased the bonds. He said it was relatively low risk. The city could vet each proposal which included looking at financials and pro forma's to ensure they were comfortable with the purchaser's ability to pay. However, the risks were not eliminated entirely and the city did not want to jeopardize their bond rating based on a default.

Chair Santiago liked the idea of encouraging companies to be energy efficient. However, the budget committee recommended that the city not bond on other things within the city and to use a pay as you go method. She wanted to run this program by the budget committee.

Mr. Sewell expressed concern about the air quality in Provo. This was important to the public and, since he had been on the council, he had not had many opportunities to vote on something that would make a difference. This program had been in operation for eight years nationally and there had not been any defaults. The city could be as careful as they wanted so he felt they should approve this.

Mayor Curtis supported the program. There was an element of risk but it was small and the stakes were high. This would bring an element of clean air into the city.

Motion: Council Member David Harding moved to approve **Resolution 2016-41** entering into the Commercial Property Assessed Clean Energy Agreement with the Governor's Office of Energy Development as written in the documents. The motion was seconded by Council Member David Sewell.

Chair Santiago clarified that the motion was to approve the resolution as written without the renewable energy in the agreement.

Council Member Harding said he preferred to include the renewable energy language but did not feel it would have support so he confirmed his motion to approve the resolution as written.

Chair Santiago felt she needed more time and was not comfortable moving ahead at that time so she would vote against the motion.

Chair Santiago called for a vote on the motion

Roll Call Vote: The motion passed 4:3 with Council Members Harding, Knecht, Sewell, and Winterton in favor, and Council Members Santiago, Stewart, and Van Buren opposed.

Policy Items Referred from the Planning Commission

5. An ordinance amending Provo City Code to allow for larger electronic signs between 3000 and 3300 North University Avenue for providers of Emergency Healthcare Services. Riverside Neighborhood. (16-0013OA)

Brian Maxfield, Planning Supervisor, presented. Provo City Code Section 14.38.025 stated that electronic signs were prohibited except in certain areas specified in the ordinance. The applicant, Dr. Wendell Gibby, had requested a text amendment to add an exception on the east side of University Avenue from 3000 North to 3300 North where his medical offices and emergency services were located. The second part of the amendment would add language under Section 14.38.085 (2) that stated the size of the sign on properties greater than 600 feet of frontage on University Avenue, and provided emergency health care services, could be as large as the SC3 zone allowed (Riverwoods). Under the current ordinance Mr. Gibby could put a second monument sign in front of his business. He noted that the ordinance prohibiting electronic signs was adopted around the same time that Dr. Gibby's project was approved.

Mr. Maxfield stated the intent of the current ordinance was to keep North University Avenue free from additional digital signs. The Planning Commission examined this area and felt that if they

allowed an exception for this site exceptions should be allowed on other sites. Staff and Planning Commission recommended voting against the text amendment.

Chair Santiago invited Dr. Gibby to comment. Dr. Gibby gave a presentation to the council showcasing some of the advanced medical procedures and services offered at Blue Rock Medical. He stated that most people did not understand a fraction of the care and services they provided, the challenge was getting their message out. Their current signage, a monument sign (60 square feet per side and a height of no more than 10 feet above the sidewalk) was difficult to see from University Avenue. In any other area of Provo, with the amount of frontage they had, they would be allowed to have up to a 700 Square foot sign.

Dr. Gibby started his project in 2011 and was told he would be able to have a larger sign under a shopping center type code. The Planning Commission indicated his business was located in a residential area and yet along his side of the street it was 90 percent commercial. Across the road it was more than 50 percent commercial with a four-lane, high traffic area in between. When he submitted the plans for a larger electronic sign he was under the impression that it would approved because it was proportional to the amount of frontage.

Dr. Gibby reviewed several concerns with the council, which included:

- Constitutional Issues
 - Equal protection – Other businesses along that corridor have electronic signs
 - Limitation of Speech – All businesses should have right to certain speech
- Fairness Issues
 - They were told they could have a larger size when the project was built.
 - They were not notified of the restrictive sign ordinance passed in 2013.
 - Larger signs are still allowed in other parts of the city but not along north University Avenue.
 - Exceptions had been made in the past, such as for Riverwoods.
 - Exceptions could be made for issues of public welfare and life safety.
- His facility was uniquely important
 - Performed 99.9 percent of beta testing for software technologies created by Novarad.
 - Engineers from many companies used their facility for testing.
 - Students, engineers, and computer science interns get real-life research experience.
 - Blue Rock Medical was an important, innovative, and active member of Provo.
 - It was in the best interest of Provo City to have competitive health care in Provo.

Dr. Gibby said their current situation was not sustainable. Half of their building was not occupied and many potential tenants declined because of lack of available signage to alert the public to their presence. The healthcare industry was very competitive and an independent healthcare business, like theirs, needed modern marketing. He emphasized that the proposed sign would be one-half the size allowed in other parts of the city and was significantly smaller than the Riverwoods signage. He felt his proposal was reasonable, provided a fair balance, aligned with the spirit and intent of the sign ordinance, and allowed his business to compete within the competitive healthcare market.

Chair Santiago invited Mike Roan, Riverside Neighborhood, to comment. Mr. Roan said four neighborhood chairs spoke against this request at the Planning Commission along with several

residents from those neighborhoods. He addressed some of the issues that the applicant brought up at the Planning Commission meeting and council meeting.

- The building had far more signage than other office/professional buildings between 2800 North and 4800 North University Avenue. The signage included a bright red “Urgent Care” sign on the south side of the building and the large “Imaging Center” sign on the north side of the building.
- Dr. Gibby chose to build a sign slightly smaller than other signage along the east side of University Avenue. He also lists six different services rather than one or two which makes it difficult to read.
- The sign is closer to the street than several other signs.
- No one decides to seek out medical services based on a sign when driving by.
- The current sign ordinance restricting larger digital signs was based on making North University Avenue a gateway into Provo.
- The area was primarily residential with some professional/commercial office space and very limited retail space.
- The signage that existed was limited in size and was all ground based except for signage built before the area was developed.
- The sign would pollute the night darkness for area residents.
- Depending on the use, it could also contribute to distracted driving issues.

Mr. Roan urged the council to deny the request for the text amendment.

Chair Santiago invited public comment.

Ryan Parr, Orem, felt the issue went beyond signage; it was an issue of economic development. Dr. Gibby was responsible for employing many highly qualified people. Blue Rock Medical needed to be kept intact in order to continue their research and development in the city. This was a good test to see if Provo City would help out that type of business. He asked them to consider granting the request because there were many similar signs along University Avenue.

Dr. Matthew Poulsen, Orthopedic Surgeon at Blue Rock Medical, commented. He said the availability of subspecialists in Provo was very limited with mainly two options, Revere Health and IHC. Until recently he was the only solo practice orthopedic surgeon in Provo. Citizens appreciated having another option besides the two big organizations. The Urgent Care sign on the south side of the building did not represent all services available. He was on that side of the building and did not think people knew that. It was important to recruit subspecialists to the area and having a well-placed, tasteful, discreet sign would help.

Pam Jones, Edgemont Neighborhood Vice-Chair, said it would be more efficient for Dr. Gibby to have fewer words on his sign and emphasize the Urgent Care services. Also, the wording of the ordinance referenced larger electronic “signs” (plural) and did not know if it was part of the proposal to have more than one sign. She said signs were best seen when the person was facing them. She had driven down University Avenue quite frequently before she noticed the Urgent Care sign on the building.

Dan Thomas, Anesthesiologist at Blue Rock Medical, stated that Dr. Gibby was a serial entrepreneur and was always looking for ways to create jobs. He said that no one had mentioned there was a Blue Rock Surgical Center because it wasn’t on the sign or the building. As Dr. Gibby filled in positions at the facility there were a lot more people that would want to advertise.

One small monument sign, broken down into smaller pieces to advertise what was being offered there, was not adequate. At some point they needed a larger sign showing all the services available.

Steve Fowler, Novarad, said that if you own a business and relied on getting the word out you needed a sign with motion. Most people notice the things that are blinking and catching their attention. The Imaging Center and Blue Rock Surgical Center were trying to build their brand and there were lots of ways to do that. Without general advertising and signage businesses were sunk. He said the fate of Novarad was tied to the success of the Imaging Center.

Sharon Memmott, Edgemont Neighborhood Vice-Chair, said the timing of how often the message changed on electric signs had not been mentioned. She was concerned about the distraction of electric signs along University Avenue where people were driving 50 to 60 miles per hour. She felt the neighbors would support an electronic sign about halfway between what Dr. Gibby was proposing and the sign immediately south of his property. She said there were options, such as Facebook, where he could get his message out. She suggested giving a link to a website on the signage. There might be a lot of commercial businesses in the area but it was a very restricted commercial area. She felt the proposed sign was too big and they should bring it closer to the ground.

Mark Flickinger, local business owner and owner of the Esquire Building just south of Blue Rock Medical, commented. He had a monument sign for ten years similar to Dr. Gibby's in front of his business and even close friends that drove on University Avenue daily did not know where he was located. The monument signs, as they exist now, did not allow people to know what businesses were located in the building. If he did not own the Esquire Building he would have taken his business outside of Provo City, such as Orem, where they were allowed to have distinctive signs. When they put up their electronic sign (prior to the 2013 ordinance) people immediately noticed it and realized that was where he worked and people could actually find them. The sign proposed by Dr. Gibby was in kind, quality, and proportion to the types of signs that existed along University Avenue. He encouraged the council to take a more surgical approach and have signage appropriate to the building and business it brought to the city.

Fred Trovato, Executive Vice President of Worldwide Sales at Novarad, felt a responsibility to the employees at Novarad to comment. Dr. Gibby's office was used for testing products before they were put out worldwide so it was a huge resource to Novarad. He had been out of the area for several years and, a few months ago, he had a meeting at the Imaging Center and drove right by it because he did not notice the building until he was right by it. The building was not immediately identifiable. It was not unreasonable to have a sign that could be seen as you were driving down the street. Other businesses that located in the building would like the same ability to be seen from the street.

Julie Pedersen, Corporate Finance Senior Executive at Novarad, reinforced that all employees at Novarad were dependent upon the testing provided at the Imaging Center. There was groundbreaking technology at Novarad because they had a place to test. They did not want Dr. Gibby to go out of business because it would impact, not only their employees, but also Provo City and Utah County. She asked the council to allow Dr. Gibby to have the signage he requested.

Roy Brenning, resident of the Edgemont Neighborhood, said the large sign at Riverwoods was very noticeable but further down University Avenue you don't really see the signage for other businesses. Dr. Gibby's sign needed to be larger so his business could be located easier. He asked the council to approve the request.

Richard Matthews, resident of the North Park Neighborhood, said he had been coming to Provo since he was a child. It was fun to see University Avenue grow over the years. Since it would continue to grow this was one way to show businesses along that corridor that the City was for growth.

Chair Santiago closed public comment and invited council discussion.

Mr. Jones noted that the applicant and many of the public comments were about what constituted adequate advertising for a business and the impact of signs. He said those were policy issues that were for the council to determine later. That night they were being asked to consider a specific text amendment to Provo City Code and not a sign design for increased advertising. Mr. Jones said the proposed text amendment did two things.

1. Provo City Code banned electronic signs throughout most commercial zones of the city except certain restricted corridors. This proposal would add another exception to that ban, specifically on the east side of University Avenue between 3000 North and 3300 North.
2. The amendment created a specific size exception for signs within the Riverbottoms Design Corridor. The applicant had requested that, if there was an emergency healthcare services business in the Riverbottoms Design Corridor with more than 600 feet of frontage, they should be exempted from the size restrictions. This would allow the business to have a sign the same size as the SC3 (Shopping Center) zone (up to 720 square feet).

Mr. Jones did not agree with the assertion that Provo City's sign ordinance was unconstitutional as written. If Dr. Gibby was correct, the proposed changes did not fix that because they would be just as discriminatory as the current ordinances. Mr. Jones also pointed out that if the ordinances had been unconstitutionally applied, based on the history of the project, it was an administrative issue, not a legislative issue.

In response to questions from council members, Dr. Gibby said their proposed sign would be less than one-half the 720 square feet allowed. The only reason he brought up the constitutionality of the ordinance was because his attorney advised him to do that in a legislative hearing. He just felt this amendment was the right thing for Provo.

Mr. Knecht said it sounded like the neighborhood expressed concerns about the height of the sign, but not with an electronic sign. Mr. Roan said if they took their existing sign and converted it to a digital electronic sign the neighborhood would not have any concerns.

Mr. Winterton stated the ordinance was amended in 2013 because of concern about having too many moving signs along University Avenue. Each sign would have to be bigger and brighter than the next in order to attract attention. This was the most beautiful entrance into Provo and he was wanted to preserve that corridor. Dr. Gibby had one of the most beautiful buildings in the city but he felt signs would be detracting from what had been built. He had heard complaints about the electronic sign to the south of Blue Rock Medical.

Mr. Harding was surprised residents were not opposed to adding a digital face to the current sign at Blue Rock Medical. The question was what kind of corridor they wanted along University Avenue. He agreed that if they have a blinking, motion sign then the next one would need to compete against it. On the other hand, some residents have said they would not be opposed to an electronic sign. Maybe the city had passed the point where one more electronic sign would not hurt. It might be something to look into going forward. Dr. Gibby was bringing a lot of jobs and value into the city but that was not what they were approving that night. The design standards that had been created for that corridor were important and the current proposal would not be the right thing to do. He would not be voting for the amendment.

Mr. Van Buren noted he and Mr. Winterton were on the council when the sign ordinance was passed in 2013. They went through an extensive process with a lot of input before the ordinance was approved. Examples were shown of cities with signs that had a lot of lights, movement, flash, and activity. As the council tried to stay ahead of digital signage they knew was coming they asked if there were places in the city they did not want to become that flashy. This corridor was chosen as one to keep quieter and not so noisy from the movement and action. If, as a council, they were ready to change that and favor a different feeling on University Avenue, that was a discussion that should be held down the road. For this amendment it did not fit the purpose of the ordinance and he was not willing to give an exception at this time.

Mr. Knecht asked if they could separate the discussion into whether it was appropriate to have a monument sign that was electronic versus the larger change in size and height.

Mr. Jones said they could strike Part II of the proposed ordinance which would allow what Mr. Knecht was requesting.

Mr. Maxfield said this issue gets discussed in many areas of the city. The three general purposes of signs were 1) identification; 2) identifying tenants in the building; and 3) to compete with other signage. The council could take into account those three purposes as they consider the proposed amendment.

Mr. Stewart stated the current ordinance was suitable for the design corridor it was covering so he was opposed to the amendment.

Mr. Sewell said we had a valuable business that contributed a lot to the city. As for the ordinance change, he did not feel it was appropriate or met the intent of the sign ordinance. There might be the possibility of some kind of grandfathering for a sign similar to those already in the area; especially given that Dr. Gibby was almost ready to go with his project when the sign ordinance was changed. It was not something to explore that night but it was a possible solution for him to look into.

Motion: Council Member Gary Winterton moved to deny the proposed ordinance amending Provo City Code to allow for larger electronic signs between 3000 North and 3300 North on University Avenue for providers of emergency healthcare services. The motion was seconded by Council Member Vernon K. Van Buren.

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

6. Resolution 2016-42 amending the General Plan Land Use Map Designation from Public Facilities (PF) to Residential (R) for property located at approximately 4600 North Windsor Drive. Sherwood Hills Neighborhood. (16-0002GPA)

Austin Corry, Provo City Planner III, presented. The subject property was donated by the landowner to the city for use as the Sherwood Hillside Park. When the park was constructed that piece was not used. The applicant was developing the property just to the east of the park and was requesting that the city give the property back to the owner so he could use it for road access into his development. The resolution would amend the General Plan to acknowledge the request.

Chair Santiago invited public comment. There was no response to the request.

Mr. Harding commented that, at some point in the future, the council should consider action that would not require amendments to the general plan every time a small adjustment was made.

Motion: Council Member Vernon K. Van Buren moved to approve **Resolution 2016-42** as written. The motion was seconded by Council Member George Stewart.

Roll Call Vote: The motion passed 6:0 with Council Members Harding, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor and Mr. Knecht excused.

7. Ordinance 2016-25 amending the Zone Map Classification of approximately 0.4 acres of real property, generally located at 4600 North Windsor Drive, from Public Facilities (PF) to Residential (R1.10). Sherwood Hills Neighborhood. (16-0004R)

Mr. Corry said this was a companion piece to the resolution just approved. This item would amend the zone map classification for the subject property near Sherwood Hills Park.

Chair Santiago invited public comment. There was no response to the request.

Motion: Council Member David Sewell moved to approve **Ordinance 2016-25** as written. The motion was seconded by Council Member George Stewart.

Roll Call Vote: The motion passed 6:0 with Council Members Harding, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor and Mr. Knecht excused.

8. An ordinance amending Provo City Code to revise the policy, process, and other aspects related to the development of flag lots. City-wide Impact. (16-0015OA)

Mr. Maxfield said the proposed ordinance had been discussed during the work meeting earlier in the day. The current amendment only dealt with the question of allowing rather than

DRAFT – Awaiting Approval

discouraging flag lots. The amendment eliminated the process of sending the request to the Planning Commission for approval. Discussion held during the work meeting concerned amending the ordinance to create a uniform setback and specify the number of lots/units that could be accessed on driveways. He did not have a problem with continuing this item for a month or two until the other changes were included. Delaying approval of the current proposal that night would not cause a problem with any applications or neighborhood updates.

Chair Santiago invited public comment. There was no response to the request.

Motion: Council Member David Harding moved to continue the item indefinitely until Community Development was ready to bring it back, along with the other aspects of amendment. The motion was seconded by Council Member David Sewell.

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

Adjourn

Motion: Council Member George Stewart moved to adjourn at 8:24 p.m. The motion was seconded by Council Member Gary Winterton.

Roll Call Vote: The motion passed 7:0 with Council Members Harding, Knecht, Santiago, Sewell, Stewart, Van Buren, and Winterton in favor.

1 RESOLUTION 2016-.

2
3 A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH
4 SEVERAL UTAH COUNTY PUBLIC ENTITIES AUTHORIZING PROVO
5 CITY TO ENTER INTO A MAJOR CRIMES TASK FORCE. (16-106)
6

7 WHEREAS, Provo City is entering into an Interlocal Agreement authorizing the creation
8 of a Major Crimes Task Force with several public entities in Utah County; and
9

10 WHEREAS, the Task Force is in place to combat problems related to illegal production,
11 manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious
12 property crimes; and
13

14 WHEREAS, effective investigation and prosecution of violations of the Controlled
15 Substances Act, gang-related activities, and serious property crimes require specialized personnel
16 and regional cooperation; and
17

18 WHEREAS, Utah Code Section 11-13-202.5, as amended, requires certain interlocal
19 agreements to be approved by resolution of the legislative body, governing board, council or
20 other governing body of a public agency; and
21

22 WHEREAS, on September 20, 2016, the Municipal Council held a duly noticed public
23 meeting to ascertain the facts regarding the matter; and
24

25 WHEREAS, after considering the facts presented to the Provo City Municipal Council,
26 the Council finds that (i) the Agreement attached hereto as Exhibit 1 should be approved; (ii) the
27 Mayor, or his designee, should be authorized to execute the Agreement; and (iii) said Agreement
28 reasonably furthers the health, safety, and general welfare of the citizens of Provo.
29

30 NOW, THEREFORE, be it resolved by the Municipal Council of Provo City, Utah, as
31 follows:
32

33 PART I:
34

- 35 1. The Interlocal Agreement between Provo City and the other Utah County Public
36 Entities attached hereto as Exhibit 1 is hereby approved and the Mayor, or his
37 designee, is authorized to execute the Agreement, which may include non-substantive
38 amendments to the Agreement to achieve proper legal form.
39
40 2. The Interlocal Agreement shall be effective immediately upon execution.

41
42 3. Pursuant to Utah Code Section 11-13-202.5, as amended, the Interlocal Agreement
43 shall be submitted to legal counsel for review and signature indicating approval as to
44 proper form and compliance with applicable law.
45

46 4. Pursuant to Utah Code Section 11-13-219(3)(c)(ii), as amended, this resolution and
47 the Interlocal Agreement shall be available at the principal place of business of the
48 City located at 351 West Center Street, Provo, Utah, during regular business hours for
49 30 days after the publication of the notice, if any, of this resolution and/or the
50 Interlocal Agreement pursuant to Section 11-13-219.
51

52 PART II:
53

54 This resolution shall take effect immediately.
55

56 END OF RESOLUTION.

INTERLOCAL COOPERATION AGREEMENT

by and between

UTAH COUNTY, UTAH

PROVO CITY

CITY OF OREM

PLEASANT GROVE CITY

AMERICAN FORK CITY

ALPINE CITY

SPANISH FORK CITY

SANTAQUIN CITY

LEHI CITY

SPRINGVILLE CITY

PAYSON CITY

MAPLETON CITY

SALEM CITY

SARATOGA SPRINGS CITY

LINDON CITY

LONE PEAK PUBLIC SAFETY DISTRICT

CITY OF CEDAR HILLS

and

HIGHLAND CITY

Relating to the establishment of an intergovernmental program
known as the

Utah County Major Crimes Task Force

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, PROVO CITY, CITY OF OREM, PLEASANT GROVE CITY, AMERICAN FORK CITY, ALPINE CITY, SPANISH FORK CITY, SANTAQUIN CITY, LEHI CITY, SPRINGVILLE CITY, PAYSON CITY, MAPLETON CITY, SALEM CITY, SARATOGA SPRINGS CITY, LINDON CITY, CITY OF CEDAR HILLS, and HIGHLAND CITY, all municipal corporations and LONE PEAK PUBLIC SAFETY DISTRICT.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action to provide police protection; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, all of the parties to this Agreement share common problems related to illegal production, manufacture, sale, and use of controlled substances, illegal gang-related activities, and serious property crimes, within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, effective investigation and prosecution of violations of the Controlled Substances Acts, gang-related activities, and serious property crimes requires specialized personnel and regional cooperation;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Effective Date; Duration.

This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act as to any signing party, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the executive power or legislative body of at least two of the public agencies which are parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from the effective dates hereof until December 31, 2026. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed for form and compatibility with the laws of the State of Utah by the attorney for each of the parties to this Agreement. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto. All parties hereto agree that the execution of this Agreement shall operate to terminate any prior Agreements.

Section 2. Administration of Agreement.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement. The parties to this Agreement do agree, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, to establish a joint administrative board responsible for administering the joint undertaking to be known as the Utah County Major Crimes Task Force, hereinafter referred to as the Task Force. The Administrative Board shall consist of one representative from each party to this Agreement and the Utah County Attorney. The appointed representatives shall serve at the pleasure of the elected governing body of the respective parties to this Agreement. Each member of the Administrative Board shall be

allowed one vote and all matters shall be determined, after appropriate discussion, by majority vote. The Administrative Board shall adopt such rules and procedures regarding the orderly conduct of its meetings and discussions, including the frequency and location of meetings, as it shall deem necessary and appropriate.

The Administrative Board shall appoint one peace officer to act as the Task Force Director and one peace officer to act as Field Supervisor for Task Force operations. The Administrative Board shall also appoint six members to act as the Executive Board in addition to the Utah County Attorney who shall be a permanent member of the Executive Board. The duties of the Executive Board shall be to execute and carry out policies established by the Administrative Board and to establish policies and procedures for the day to day operations of the Task Force. The Executive Board shall report to the Administrative Board at least monthly. Appointed members of the Executive Board may be removed at any time by a majority vote of the Administrative Board.

The CITY OF OREM is appointed by the parties to this Agreement as the financial department for the Task Force. The CITY OF OREM shall oversee the accountability of the Task Force, including the budget. Monies paid to the Task Force shall be deposited with and accounted for by the CITY OF OREM. Funds shall be audited in accordance with standard financial procedures and regularly established laws relating to audit and management of public funds. The CITY OF OREM shall facilitate and make available checking accounts and procurement procedures.

In addition to the above administration, the Utah County Attorney's Office is designated as the entity which will provide legal advice on civil matters related to Task Force operations. Since a separate entity is not created pursuant to this Agreement, in the event a member officer or city

becomes the subject of a claim or lawsuit, the individual officer or city will be required to defend itself.

The parties hereto agree that the secretary assigned to do work for the Task Force will be a full-time employee of the CITY OF OREM. Orem employee(s) assigned to the Task Force shall exercise control and supervision over the secretary and shall be responsible for conducting his or her employee evaluations. The Task Force secretary shall be subject to the personnel policies and procedures of the CITY OF OREM. The Task Force secretary shall be classified as a "Secretary" under Orem's personnel classification system and shall receive all compensation and benefits normally associated with that classification.

The parties hereto agree to reimburse the CITY OF OREM for all costs associated with the employment of the Task Force secretary, including salary, benefits, workers' compensation and unemployment compensation. The CITY OF OREM shall participate in its pro rata share of the costs. The parties hereto also agree to indemnify and hold the CITY OF OREM harmless from and against any claim, action or damages arising out of the employment of the Task Force secretary. The intent of this paragraph is to make the CITY OF OREM completely whole so that it is not required to pay more than its normal pro rata share of all costs associated with the employment of the Task Force secretary, whether those costs be the routine costs of employment, or costs incurred due to claims or actions brought by, against, because of, or related to the Task Force secretary. The CITY OF OREM shall not have any obligation to retain the secretary or provide other employment for the secretary in the event that the Task Force dissolves, the position is eliminated, or the person is terminated from that position.

The parties hereto agree that when officers are acting under the direction of the Administrative Board, Executive Board, Task Force Director, or Field Supervisor, they are functioning in a "Task Force operation."

If a member jurisdiction wishes to request that the Task Force take over an investigation, the member's chief of police shall submit a request in writing to the Task Force Director of the Task Force. The request shall include : [1] the date of the request; [2] an explanation concerning how the proposed investigation fits within the purposes of the Task Force; and [3] the person(s) and/or crime(s) to be investigated. If the Task Force Director determines that the Task Force should take over the proffered investigation, he shall sign the acceptance portion of the request and affix the date and time of his signature. The investigation shall become a "Task Force operation" upon the Task Force Director's execution of the acceptance.

Any assistance provided by Task Force officers to a member jurisdiction outside the scope of a written request shall not be governed by this Agreement.

The parties hereto agree that when officers are functioning in a Task Force operation not within the officers' home jurisdiction, but within the jurisdiction of a member city, the officers are not required to notify the member city of their presence. Prior to entering a non-member city, officers shall notify the non-member city of their intentions to enter that non-member city.

Section 3. Purposes.

The Utah County Major Crimes Task Force is created for the purpose of enforcing, investigating, and prosecuting violations of narcotics and controlled substances laws of the State of Utah and the United States of America at all levels and to coordinate the efforts of the member entities to combat gang-related activities and serious property crimes.

Section 4. Manner of Financing.

The operation of the Utah County Major Crimes Task Force shall be financed by any and all available State and Federal monies offered for such purposes and by direct contributions of money, personnel, and equipment from parties to this Agreement. The Executive Board shall review budget and expenses on a yearly basis together with a proposed budget for the coming year as prepared by the Field Supervisor. The Executive Board shall then establish a yearly budget. Unless otherwise provided by action of the Administrative Board, the Task Force shall operate on a fiscal year basis. Upon submission of the yearly budget to the Administrative Board, the Board shall assess each member its proportionate share based upon population figures of the Governor's Office of Planning and Budget. Any such assessments shall include assessments necessary for any matching of State or Federal grants. Each party agrees to pay its required assessment within thirty days of formal notification of the assessment by the Administrative Board unless said party withdraws from participation. In the event a party to this Agreement fails to pay its required assessment within thirty days of formal notification of the assessment, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8.

Section 5. Participation.

Each party to this Agreement shall provide manpower, equipment and funds each year as determined by the Administrative Board. In the event a party to this Agreement fails to provide its required manpower, equipment, or funds within thirty days of formal notification of the requirement, that party shall be deemed to have withdrawn from participation in this Agreement and that party's rights shall be determined as set forth in Section 8. Officers supplied shall be Category I Peace Officers of the State of Utah. Personnel assigned to Task Force operations shall comply with

policies and procedures as established by the Administrative and Executive Boards. Personnel shall act under the command of the Task Force Director and the Field Supervisor. In the event of a conflict between department policy of a member party and Task Force policy, as established pursuant to this Agreement, Task Force officers shall abide by Task Force policy.

Section 6. Seizures and Forfeitures.

Both Federal and State law provide for forfeiture and seizure of property used for, or otherwise connected with, violations of the various controlled substances laws and gang-related activities. Some of the forfeiture provisions may allow for direct transfer of property or money to the Task Force. Other seizure or forfeiture statutes require transfer of seized or forfeited property only to the Sheriff's Office or to the Police Department of a party to this Agreement. Parties to this Agreement hereby agree that any property, money, or equipment seized or forfeited as a result of Task Force operations shall immediately be dedicated to Task Force operations. Funds derived from such forfeitures and seizures shall not reduce participants' obligations to provide money, manpower, or equipment as established by the Administrative Board.

Notwithstanding the foregoing, forfeitures and seizures resulting from operations of police departments or the Utah County Sheriff's Office not related to Task Force operations shall be conducted separately and independently from Task Force operations. Property, cash, or equipment obtained by forfeiture or seizure through such non-Task Force operations shall become and remain the property of the involved agency as provided by law.

In the event Task Force personnel and non-Task Force personnel are jointly involved in an operation, forfeiture or seizure of any available property will be aggressively pursued. The matter will be submitted to the Administrative Board who shall determine, by majority vote, the appropriate

distribution of recovered property or proceeds. It is recognized and understood by all parties to this Agreement that joint operations shall include those operations in which both Task Force and non-Task Force personnel are involved in the planning and investigation. Other enforcement actions may involve Task Force or non-Task Force personnel in a backup or supportive role which shall not require proportionate distribution of seized or forfeited property or proceeds.

Section 7. Addition of Other Members.

Other public agencies or other persons may become parties to this Interlocal Cooperation Agreement upon approval by the Administrative Board by executing an Addendum to this Agreement. In order for a public agency to be added to this Agreement by Addendum, the Addendum must be approved by the executive power or legislative body of the public agency to be added and the Addendum must be reviewed and Reviewed for form and compatibility with the laws of the State of Utah by the attorney for the public agency to be added. Prior to becoming effective, this Interlocal Cooperation Agreement and the Addendum shall be filed with the person who keeps the records of the public agency being added to this Agreement.

Section 8. Termination.

This Interlocal Cooperation Agreement may be completely terminated at any time by a majority vote of the Administrative Board. Any party to this Agreement may, at the sole option of the party, pursuant to resolution and formal action of the governing body of the member, withdraw from participation in this Agreement at any time without liability for unpaid present or future assessment. Upon the unilateral withdrawal of a member from participation under this Agreement, the Agreement shall not automatically terminate with regard to the remaining members, but shall continue in force and effect as to the remaining members. Withdrawing parties shall immediately

lose any rights to participation in the administration or conduct of this Agreement or the Major Crimes Task Force. Officers of the withdrawing member, upon withdrawal, shall immediately cease participation in any Task Force operations. Property contributed to Task Force operations by the withdrawing member shall be returned to the withdrawing member as soon as reasonably practical, provided that in no event shall the security of ongoing operations or the health and safety of officers continuing to participate in Task Force operations be jeopardized by the immediate withdrawal of equipment or personnel. The withdrawing member shall not be entitled to any share of property or equipment seized or forfeited to the Task Force until complete termination of this Agreement and pursuant to the provisions for disposition of property as hereinafter provided.

Upon the complete termination of this Agreement, Task Force operations shall cease as quickly as practically possible, provided that in no case shall the security of ongoing investigations be jeopardized or the safety or welfare of officers acting pursuant to Task Force operations be jeopardized. Ongoing investigations shall be transferred to appropriate police departments as determined by the Task Force Director. Evidence, information, and data, including copies of all relevant police reports, shall be transferred and made available to appropriate agencies which will continue the investigations as they deem appropriate. Any evidence not clearly associated with ongoing investigations shall remain in the evidence room in which it is located and shall be made available by the custodial member as needed for continuing prosecution or law enforcement purposes until ordered released or disposed of by the Utah County Attorney's Office in accordance with State law. Files or other investigative reports not directly involved in ongoing investigations shall be transferred to the Utah County Attorney's Office which shall keep and maintain such files in accordance with State law relating to management of public documents. Property held by the CITY

OF OREM which has been derived from Task Force operations, other than property from direct contribution pursuant to assessment from members to this Agreement, shall be distributed back to members in shares proportionate to population and length of participation in Task Force operations. Length of participation shall be determined as commencing from execution of the initial Interlocal Cooperation Agreement to formal termination of participation as herein above provided.

Section 9. Manner of Holding, Acquiring, or Disposing of Property.

Title to property or equipment contributed by a member to this Agreement shall remain in the contributing member's name. Property or equipment obtained directly from Task Force operations or forfeited to the Task Force as a result of Task Force operations shall be titled in the name of the CITY OF OREM until dissolution or distribution as herein above provided.

Section 10. Indemnification.

All parties to this Agreement are agencies or political subdivisions of the State of Utah. Each of these parties agrees to indemnify and save harmless the others for damages, claims, suits, and actions arising out of negligent errors or omissions by its own officers or agents in connection with this agreement or the operation of the Utah County Major Crimes Task Force.

Section 11. Amendments.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the executive power or legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and Reviewed by the Utah County Attorney, and the attorney for each public agency which is a party to this Agreement as required by Section 11-13-202.5, Utah Code Annotated, 1953, as amended, and (d) filed in the official records of each party.

Section 12. Severability.

If any term or provision of the Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 13. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. Counterparts.

This Interlocal Cooperation Agreement shall be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each entity shall return a signed copy of its signature page and Resolution authorizing execution of the signature page to the Utah County Clerk/Auditor to be attached to Utah County's original Agreement. As each entity's signature page is attached to Utah County's original Agreement, Utah County will cause a copy of the signature page to be distributed to all entities.

Section 15. Agreement Review and Updates

The Task Force Director shall review and sign this Agreement annually and submit the Agreement to the parties for updating if necessary. The Task force Director is authorized to annually sign the agreement and execute certificates, acknowledgments or other evidences of proof of review and or updating as required by applicable laws, rules or regulations.

IN WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement, after resolutions duly and lawfully passed, on the dates listed below:

PROVO CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day
of _____, 2016.

MAYOR

ATTEST:

Reviewed as to form and compatibility with
the laws of the State of Utah

CITY RECORDER

CITY ATTORNEY



Provo City *Police*

Staff Memorandum

Interlocal Cooperation Agreement

Sept. 20, 2016

<p>Department Head Chief John King 801-852-6222</p> <p>Presenter Captain Rich Ferguson 801-852-6257</p> <p>Required Time for Presentation 5 Minutes</p> <p>Is This Time Sensitive No</p> <p>Case File # (if applicable) XX-XXX</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">• Approval of MOU for Major Crimes Task Force <p>Action Requested</p> <ul style="list-style-type: none">• Approval <p>Relevant City Policies</p> <ul style="list-style-type: none">• Text <p>Budget Impact</p> <ul style="list-style-type: none">• None <p>Description of this item (at least 2 paragraphs) This is to help Council Members to have a clear understanding of what your item is.</p> <ul style="list-style-type: none">• We are requesting Council Approval of the Interlocal Cooperation Agreement between the Major Crimes Task Force, Provo Police Department and other local agencies
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